may be worked out logically under accepted rules. But it seems impossible to explain on similar grounds the limitation recently applied in Alabama. *Lawrence* v. *Land Co.* (1906) 41 So. 612. In that case the defendant proved actual possession of a part under a deed granting a large tract. The court held that the doctrine of constructive adverse possession did not apply to large tracts of land not purchased for purposes of cultivation. This rule, first laid down by way of dictum in New York, *Jackson* v. *Woodruff* (1837) 1 Cow. 276, has been consistently followed in that and other states. *Chandler* v. *Spear* (1850) 22 Vt. 388; *Murphy* v. *Doyle* (1887) 37 Minn. 113. It limits the doctrine of constructive adverse possession to so much land as is reasonably necessary to the use and enjoyment of the parcel already reduced to possession, *Thompson* v. *Burhans*, supra, and refuses to extend the general doctrine to a plot of land not of proper size to be managed as a body. However much such a limitation is demanded as a matter of policy, it seems clear that it is in no way fitted for the application of the established rules of constructive adverse possession, and is scarcely to be considered as a legitimate outgrowth of that doctrine.

APPLICATION OF RULE FORBIDDING SPLITTING UP CAUSES OF ACTION TO INSTALLMENT CONTRACTS.—The generally accepted application of the rule that a single cause of action cannot be split up so as to make it the subject of several actions, results in peculiar situations in the case of installment contracts. *Baird* v. *United States* (1877) 96 U. S. 430. The difficulty is in determining whether the claims arising comprise a single cause of action with separate items of damage or several causes of action. *Secor* v. *Sturgis* (1858) 16 N. Y. 548; *Kerr* v. *Simmons* (1880) 9 Mo. App. 376; *Priest* v. *Deaver* (1886) 22 Mo. App. 276. Though the contrary is often stated, a recovery for breach of contract does not, ipso facto, bar a further recovery on the same contract. *Perry* v. *Dickerson* (1881) 85 N. Y. 345. The existence of several causes of action is generally recognized in contracts to pay money by installments. *Cooke* v. *Whorwood* (1671) 2 Saund. 337; *Union etc. Co.* v. *Traube* (1875) 59 Mo. 355; *Reformed etc. Church* v. *Brown* (1869) 54 Barb. 191; *Ryall* v. *Prince* (1886) 82 Ala. 264, as rent, *McDole* v. *McDole* (1883) 106 Ill. 452; *Kerr* v. *Simmons*, supra, interest on notes, *Sparhawk* v. *Wills* (Mass. 1856) 6 Gray 163, and employment installment contracts. *McEvoy* v. *Bock* (1887) 37 Minn. 402; *Alie* v. *Nadeau* (1889) 93 Me. 282. These holdings, permitting a recovery as each installment falls due, are correct on principle, being based on the true conception of an installment contract, namely, the different undertakings of the promisor. *Badger* v. *Titcomb* (Mass. 1834) 15 Pick. 409; vide: *Kerr* v. *Simmons*, supra; *Crouse* v. *Holman* (1862) 19 Ind. 30; cf. *Chinn* v. *Hamilton* (1841) 1 Hemp. 438. His obligation gives rise to successively arising causes of action simply because of the nature of the obligation he has assumed. *Kerr* v. *Simmons*, supra.

Certain jurisdictions entertaining this view, have followed it out logically by allowing several actions on installments already due. *Sparhawk* v. *Wills*, supra; *McDole* v. *McDole*, supra; *Dulaney* v. *Payne* (1882)

101 Ill. 325; *Richmond etc. Co.* v. *I. C. R. Co.* (1875) 40 Ia. 264; *Badger* v. *Titcomb*, supra. Most of them, however, have adopted the rule that a judgment on any installment is a bar to recovery upon any other installment due at the time the first suit was brought. *Bendernagle* v. *Cocks* (1838) 19 Wend. 207; *Reformed etc. Church* v. *Brown*, supra; *Union etc. Co.* v. *Traube*, supra; 2 Black, Judg. § 747. The effect of these last decisions is to merge into a single cause of action what was before several causes of action, simply because the latter had accrued before the first suit was brought, cf. *Stickel* v. *Steele* (1879) 41 Mich. 350. Such a result can be defended only on grounds of policy and not, as usually based by the courts, upon principle.

Since in an installment contract upon a breach going to the essence, after part performance, where the parties can be put in statu quo, the other party may repudiate the contract and sue at once as for total breach, *Roehm* v. *Horst* (1899), 178 U. S. 1; *Howard* v. *Daly* (1875) 61 N. Y. 362, by the doctrine of anticipatory breach, the natural result of the rule that a plaintiff must join all the claims available to him under the same contract at the time suit is brought, is to make judgment after repudiation for breaches of past installments a bar to all further recoveries for future installments. Such a result was reached in a recent New York case for the delivery of goods in installments. *Pakas* v. *Hollingshead* (1906) 77 N. E. 40. This decision is in line with the large class of employment installment contracts, where, after wrongful dismissal, a suit for past wages is held a bar to recovery for the failure to employ or for future installments. *Waldron* v. *Hendrickson* (1899) 57 N. Y. Supp. 561; *Alie* v. *Nadeau*, supra; *Singer Mfg. Co.* v. *Shull* (1898) 74 Mo. App. 486; contra *Strauss* v. *Meertief* (1879) 64 Ala. 299; *Moulton* v. *Libbey* (1844) 15 N. H. 480.

These decisions are inconsistent with the recognized rights arising upon anticipatory breach. For upon notice of repudiation by one party, the other has the option of either suing at once or treating the notice of repudiation by the former as inoperative, thereby holding not only the wrongdoer but also himself open to all the liabilities for future performance, reserving to himself, however, the right to sue for the breach already committed. *Roehm* v. *Horst*, supra; *Howard* v. *Daly*, supra. Upon completion of the contract he may, of course, avail himself of this right. The result of the decision in the principal case, however, is to make such suit, if brought at once, a conclusive election to be no longer bound by the contract and hence to compel him to postpone suit upon an admitted cause of action, already accrued, if he wishes to continue with the contract. How the Court would treat a case where both parties continue with the performance of the contract after a recovery by one party for such a breach, is an interesting conjecture. It is submitted that it would be compelled to either enforce the contract according to its terms, an action wholly inconsistent with the present decision, or hold that the parties were operating under a second contract, which would be wholly fictitious. The mere possibility or existence of such situations seems to show that the generally accepted application of the rule as to splitting up causes of action is inconsistent with the accepted theories of contract rights.